

# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
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नई दिल्ली, शनिवार, मार्च २३, १९६८ (चैत्र ३, १८९०)

No. 12]

NEW DELHI, SATURDAY, MARCH 23, 1968 (CHAITRA 3, 1890)

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह दस्तावेज संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

## भाग III—खण्ड ३

### PART III—SECTION 3

लघु प्रशासनों से सम्बन्धित अधिसूचनाएं

### Notifications relating to Minor Administrations

#### GOVERNMENT OF PONDICHERY

(Appointments Department)

*Pondicherry-1, the 30th October 1967*

No. 1-908/66-Appts.-1—The services of Shri R. Ananthachari, a Tahsildar of the Government of Madras on deputation to Pondicherry to officiate as the Director of Civil Supplies, have been transferred permanently to the Pondicherry Administration, with the concurrence of the Government of Madras.

2. On his absorption under the Pondicherry Administration, Shri Ananthachari is appointed substantively to the post of Chef du Secretariat in the Office of the Administrator, Karaikal, with effect from 1st April, 1964.

3. On permanent absorption in this Union Territory, Shri Ananthachari is also permitted to retire voluntarily from service with effect from the forenoon of 1st March, 1967.

(By order of the Lt. Governor)

*The 16th February 1968*

No. 1-908/66-Appts.-2—In partial modification of para 3 of the Appointments Department's Notification No. 1-908/66-Appts.-1, dated 30th October 1967, Shri R. Ananthachari on permanent absorption in this Union Territory is permitted to retire voluntarily from service with effect from the forenoon of the 18th August 1967, on the expiry of the leave sanctioned to him from 1st March 1967 to 17th August 1967 vide Appointments De-

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partment's Notification No. 1-908/66-Appts.I, dated 16th February, 1968.

(By order of the Lt. Governor)

*The 9th March 1968*

G.O. Ms. No. 6.

#### ABSTRACT

*Public Services—Shri V. Palani, Under Secretary (Home)—Grant of leave preparatory to retirement and refused leave—Ordered.*

Read :

Letter dated 7th February, 1968 from Shri V. Palani, Under Secretary (Home).

#### ORDER

Shri V. Palani, Under Secretary in the Home Department who is due for superannuation on 1st July 1968, on his completing 58 years of age, has applied for earned leave for 122 days from 1st March 1968 onwards preparatory to retirement. After careful consideration, it has been decided to refuse him leave for 62 days in the public interest and sanction him the remaining leave for 58 days as leave preparatory to retirement from the 4th May to 30th June, 1968. The refused leave of 62 days will be availed of by Shri Palani on his superannuation from 1st July 1968 upto 31st August 1968.

(By order of the Lt. Governor)

S. SEETHARAMAN,

*Under Secretary to Government*

**Finance Department***Pondicherry, the 7th March 1968***ABSTRACT**

*Sales Tax—Constitution of the Sales Tax Appellate Tribunal under section 33 of the Pondicherry General Sales Tax Act; 1967—Orders—Issued.*

*Order : G.O. Ms. No. 59/Finance.*

The following Notification shall be published in the next issue of the Official Gazette :

In exercise of the powers conferred by sub-section (1) of section 33 of the Pondicherry General Sales Tax Act, 1967 (Act No. 6 of 1967), the Lieutenant-Governor, Pondicherry hereby appoints Shri S. Maharajan, President, Tribunal Supérieur d'Appel and Chief of the Judicial Department, Pondicherry, as a single Member Sales Tax Appellate Tribunal for the entire Union territory of Pondicherry to exercise the functions conferred under the said Act.

*The 8th March 1968**G.O. Ms. No. 60-Fin.*

*Pay and Accounts Office—Stores Superintendent—Shri M. S. Sabhesan, S. A. S. Accountant—Appointed to officiating as Stores Superintendent (Gazetted)—Orders—Issued.*

**ORDER**

The following notification will be published in the Pondicherry State Gazette :—

Shri M. S. Sabhesan, officiating S.A.S. Accountant from the Office of the Accountant General, Andhra Pradesh, Hyderabad, now working as Superintendent in the Pay and Accounts Office, Pondicherry, is appointed to officiate as Stores Superintendent (Gazetted) in the Pay and Accounts Office, Pondicherry, on *ad hoc* basis with effect from the date of taking over charge in the scale Rs. 300-25-500 until further orders.

*The 12th March 1968***ABSTRACT***G.O. Ms. No. 61.*

*Bureau of Statistics and Evaluation, Pondicherry—Director—Muthubasavan Shri, S.—Confirmation—orders—Issued.*

*Read :*

- (1) Government of India, Cabinet Secretariat's letter No. 12/4/64/Estt. II, dated 2-4-1965.
- (2) This Department's G.O. Misc. No. 41/68/FI. dated the 15th February, 1968.

**ORDER**

The Lieutenant Governor is pleased to confirm Shri S. Muthubasavan, in the permanent post of Director in the Bureau of Statistics and Evaluation, Pondicherry with effect from 15th February, 1968.

(By order of the Lt. Governor)

P. N. SUBRAMANIAM,

*Secretary to Government*

**Health, Education & Welfare Department***Pondicherry, the 8th March 1968*

*No. 3908/HEW/M/68.—Dr. T. Rajamohan, M.B., B.S., is temporarily appointed on ad hoc basis as Assistant Surgeon in the Medical Department, Pondicherry, with effect from the Forenoon of 27-2-1968 until further orders.*

*No. 3908/HEW/M/68.—Dr. D. Sudarsana Reddy, M.B., B.S., is temporarily appointed on ad hoc basis as Assistant Surgeon in the Medical Department, Pondicherry with effect from the Afternoon of 27-2-1968 until further orders.*

*No. 4072/HEW/M/68.—In continuation of this Department's Notification No. 2551/HEW/M/68, dated*

*19-2-1968, Dr. V. G. Mathews, in addition to the post of Junior Specialist in Surgery, also held additional charge of the post of Medical Officer in charge of Police and Jail Dispensaries for the period from 9-2-1968 to 18-2-1968.*

*The 12th March 1968***ABSTRACT***G.O. Misc. No. 39/68-Health.*

*Medical Department—Pondicherry—Establishment—Gazetted—Appointment of Dr. N. Raghunadha Rao—Notification—Issued.*

**ORDER**

The following notification will be published in the Gazette of Pondicherry.

Dr. N. Raghunadha Rao, M.B., B.S., is temporarily appointed on *ad hoc* basis as Assistant Surgeon in the Medical Department, Pondicherry with effect from the afternoon of 1st March, 1968 until further orders.

(By order of the Lt. Governor)

A. M. JOSEPH.

*Under Secretary to Government*

**UNION TERRITORY OF DADRA & NAGAR HAVELI***Silvassa, the 6th March 1968*

*No. ADM/EST/WSB/373.—In exercise of the powers vested in him under Government of India, Ministry of Home Affairs Notification No. 3(4)/65-GP, dated 27th February, 1965, I, Nakul Sen, Administrator, Dadra and Nagar Haveli in consultation with the Union Public Service Commission and Ministry of Works and Housing and Supply do hereby make the following rules regulating the recruitment to the post of Deputy Engineer, in the Dadra and Nagar Haveli Administration namely :—*

1. *Short title.*—These rules may be called the Dadra and Nagar Haveli (Deputy Engineer) Recruitment Rules, 1968.

2. *Application.*—These rules shall apply to recruitment to the posts of Deputy Engineers in the Dadra and Nagar Haveli Administration.

3. *Classification and scale of pay.*—The number of the said posts their classification and the scale of pay attached thereto shall be as specified in columns 2 to 4 of the Scheduled annexed hereto.

4. *Method of recruitment, age limit, qualifications etc.*—The method of recruitment to the said posts, age limit qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the said Schedule.

Provided that the upper age limit prescribed for direct recruitment may be relaxed in the case of candidates belonging to Scheduled Castes and Scheduled Tribes, and other special categories of persons in accordance with the general orders issued from time to time by the Central Government.

5. *Disqualification for appointment.*—(1) No person who has more than one wife living or who, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life-time of such spouse, shall be eligible for appointment to the said post; and

(2) No woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to the said post;

Provided that the Administrator may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

6. *Power to relax.*—Where the Administrator is of the opinion that it is necessary or expenditure so to do, it may, by order, for reasons to be recorded in writing and in consultation with the Union Public Service Commission relax any of the provisions of these rules with respect to any class or category of persons.

**RECRUITMENT RULES FOR THE POST OF THE DEPUTY ENGINEER IN DADRA AND  
NAGAR HAVELI.**

Name of Post	No. of post	Classifi- cation.	Scale of pay	Whether selec- tion post or non-selection post	Age for direct recruits	Educational qualifica- tion required for direct recruits
1	2	3	4	5	6	7
Deputy Engi- neer	3	Class II gazetted Ge- neral Central Ser- vices Non-Indus- trial.	Rs. 345-370-25-520-EB- 25-570-35-745-40-825.	Selection	30 years and below (Relaxable for Govt. servants.	<b>Essential :</b> Degree in the appro- priate branch of Engineering of a recognised univer- sity or equivalent. (Qualification re- laxable at com- mission's dis- cretion in case of candidate other- wise well quali- fied).

Whether age & edu- cational qualification prescribed for direct recruits will apply in the case of promotees	Period of probation if any	Method of rectt. whether by direct or by promotion or by transfer & percentage of the vacancies to be fil- led by various methods	In case of re- cruitment by pro- motion deputation transfer, grades from which promotion deputa- tion transfer to be made	If a DPC exists, what is its compo- sition	Circumstances in which UPSC is to be consulted in mak- ing recruitments
8	9	10	11	12	13
Age, No educational qualifications to the extension indicated in Column 11 in the appropriate branch of engineering.	2 years	By promotion failing which by transfer on deputation and failing both by direct recruitment.	Promotion section officers with; (a) 3 years service in the grade in case of degree hold- ing and (b) 8 yrs. service in the case of diploma holders. Transfers on depu- tation suitable officers of the rank of Assistant Engi- neer from the state public works De- partments (Period of deputation ordi- narily not exceed- ing 3 years).	Class II depart- mental promotion committee.	As required under the rules.

(Notes.—Deputationists section officers will not be eligible for promotion.)

*No. ADM/EST/WSB/373.*—In exercise of the powers vested in him under Government of India, Ministry of Home Affairs Notification No. 3(4)65-GP, dated 27th February, 1965 I, Nakul Sen, Administrator, Dadra and Nagar Haveli in consultation with the Union Public Service Commission and Ministry of Works and Housing do hereby make the following rules regulating the recruitment to the post of Section Officers (Civil) in the Dadra and Nagar Haveli Administration namely—

1. *Short title.*—These rules may be called the Dadra and Nagar Haveli Public Works Department Section Officer (Civil) Recruitment Rules, 1968.

2. *Application.*—These rules shall apply to the posts of section officers in the Dadra and Nagar Haveli, Public Works Department.

3. *Number classification and scale of pay.*—The number of the said posts their classification and the scale of pay attached thereto shall be as specified in columns 2 to 4 of the Schedule annexed hereto.

4. *Method of recruitment, age limit, qualification etc.*—The Method of recruitment to the said, posts age limit qualifications and other matters connected therewith shall be as specified in column 5 to 13 of the said Schedule.

Provided that the upper age limit prescribed for direct recruitment may be relaxed in the case of candidate belonging to Scheduled Castes and Scheduled Tribes and

other special categories of persons in accordance with the general orders issued from time to time by the Central Government.

5. *Disqualification for appointment.*—(1) No person who has more than one wife living or who, having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the lifetime of such spouse, shall be eligible for appointment to the said post; and

(2) No woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to the said post ;

Provided that the Administrator may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

6. *Power to relax.*—Where the Administrator is of the opinion that it is necessary or expedient so to do, it may, by order, for reasons to be recorded in writing relax any of the provisions of these rules with respect to any class or category of persons.

NAKUL SEN

Administrator

Dadra and Nagar Haveli,  
Silvassa

## SCHEDULE

Name of post	No. of Post	Classification whether gazetted or non-gazetted	Scale of pay	Whether selection post or not	Age	Educational qualification
1	2	3	4	5	6	7
Section Officer (Civil).	5	Class III Non-Gazetted General Central Services Non-Ministerial.	Graduate : Rs. 260-10-300-EB-15-420. Diploma Holder : Rs. 175-10-245-EB-10-265-EB-15-340 Certificate Holders : Rs. 125-5-145-8-185-EB-10-265-EB-15-340.		25 Years (Relaxable for Govt. Servants)	Diploma or Degree or Certificate in Civil Electrical Mechanical respectively from an Institute recognised by Govt.

Whether age and educational qualification will also apply in case of recruits by promotion.	Period of promotion or trial	Method of recruitment i.e. whether by direct recruitment, promotion or transfer, service from which promotions etc. are to be made.	In case of vacancies filled by promotion or transfer, grades or service from which promotions etc. are to be made.	If DPC exists for recruitment by promotion, cum position thereof.	Circumstances in which UPSC is to be consulted in making recruitment.
8	9	10	11	12	13
Not applicable.	Two Years	100% by direct recruitment failing which by deputation.	Deputation persons holding analogous posts in central/state Govts.	Not applicable.	Not applicable.

*Rules regulating the grant of loans and subsidies to Cooperative Societies for construction of Godowns*

UNION TERRITORY OF DADRA AND NAGAR HAVELI

*Silvasa, the 29th August 1967*

No. COOP/Godown/67.—In exercise of the powers conferred by Section 168 of the Gujarat Cooperative Societies Act, 1961 (No. X of 1962) the Administrator Dadra and Nagar Haveli, hereby makes the following rules namely :—

1. These rules may be called "Rules regulating the Grant of Loans and Subsidies to Cooperative Societies for Construction of Godowns in Union Territory of Dadra and Nagar Haveli, 1967".

2. In these Rules :—

- (1) "Act" means the Gujarat Cooperative Societies Act, 1961 (No. X of 1962) as extended to the Union Territory of Dadra and Nagar Haveli.
- (2) "Administration" means Administration of Dadra and Nagar Haveli.
- (3) "Form" means form appended to these rules.
- (4) "Collector" means the Collector of Dadra and Nagar Haveli.
- (5) "Registrar" means the Registrar defined in the Act.
- (6) "Society" means a Service Society or a Sale and Supply society or any society classified as Agriculture society by the Registrar which is registered or deemed to be registered under the Act.

3. Cooperative Societies which undertake the work of marketing of Agriculture Produce and/or Storage and Supply of Agricultural and domestic requirement of their

members etc. would be held eligible for financial assistance for construction of godowns on the conditions prescribed under these rules.

4. The societies would be eligible for financial assistance for construction of godowns at the following scales :—

	Rs.
1. Large size Godowns .. ..	40,000-00
2. Medium Size Godowns .. ..	20,000-00
3. Small Size Godowns .. ..	10,000-00

The financial assistance would be sanctioned by the Collector in form of loan equal to 75 percent and subsidy equal to 25 percent of the cost of construction of godown, subject to the maximum limits as shown above.

5. Every application for such loan and subsidy shall be made to the Collector through the Registrar and shall be in form "A".

6. The society applying for financial assistance for construction of godown must possess land or must have assured of the Government land by the Mamlatdar, Dadra and Nagar Haveli.

7. As security for repayment of the loan, the Society shall execute a mortgage deed in form "B" in respect of land on which godown or godowns are to be constructed and such godown or godowns including all the offices and out houses attached to it. The Administration shall have additional charge on other assets of the society subject to the claims, if any, of the Financing Agency, till the loan is fully repaid.

8. No financial assistance shall be granted to the society unless it agrees to construct the godown as per plans and estimates approved by a technically qualified person not below the rank of Deputy Engineer of P.W.D.

9. No society shall borrow money from sources other than Government for the construction of a godown for which Government have given a loan.

10. A loan sanctioned to a society under these rules shall be disbursed in three instalments as the work of construction progress. The second and subsequent instalments shall be paid only on receipt of a certificate to the satisfaction of the Collector, that the instalment or instalments already drawn have been properly utilised and that the work already done together with the value, of the land if any bought up-to-date, represents expenditure equal to one-third of the amount already drawn. The Officers of the Public Works Department shall arrange to inspect the construction and give the necessary certificate on a requisition from the society concerned.

If for any reason the whole amount sanctioned to a society can not be drawn before the close of the financial year in which it is sanctioned, the society shall with the permission of the Collector be entitled to draw the balance from the loan allotments in subsequent years at the rate of interest and subject to the conditions in force when the first instalment of the loan was drawn.

11. Loans granted under these rules shall bear interest at a rate of 6 percent per annum or at such rate as may be fixed by general orders of Government in the Finance Department from time to time, or as may be mentioned in the order granting loans. The period of repayment shall be fixed by the Collector and shall ordinarily be 15 years or such number of years as the Central Government may fix from time to time. The loan shall be repayable in equal annual instalments. The first annual instalment will fall due on the first anniversary date of drawal of the last instalment of the loan. Nothing shall prevent for debarring a society from repaying a larger sum than the annual instalment or from discharging the whole loan in a single payment. On all overdue instalments a penal interest of 5% will be charged from the date default to the date of payment. The Collector shall have power to exempt any society from the payment of interest or penal interest on any particular instalments of the loan or for the entire loan for the entire period, on the recommendation of Registrar of Cooperative Societies.

12. The Collector shall have power to suspend the payment of instalment in any year for which the net profit earned by the society is less than the amount of that instalment, but such suspended instalments shall be paid before the expiry of a period to be specified by him which shall not exceed five years. Further when the instalment is once suspended by the Collector under this rule, the profit if any, of the society in succeeding years over and above the amounts necessary to meet the instalments due, shall notwithstanding anything contained in bye-laws of the society, be liable to a maximum of 50% of such profits, to make good the instalment in respect of which the society was in default.

13. Repayments other than the payment made on the due date of the prescribed annual instalment shall be classified as follows.

(a) Payment on the due date of a sum in excess of the amount due such excess payment should at once be credited in reduction of the principal, the amount of each future instalment being correspondingly reduced, but no postponement of future instalments will be allowed nor will the number of subsequent instalments be reduced.

(b) *Payment before the due date.*—Any sum paid before the due date shall first be credited towards the interest if any which has accrued up-to-date of payment and balance, if any, shall be redited towards principal, the society being required to pay on the due date the balance of interest due for the years and also the balance of principal, if any, due for the year. If the amount paid before the due date is in excess of the annual instalment the amount of each future instalment should be correspondingly reduced thereafter but no postponement of such instalment will be allowed nor the number of subse-

quent instalments reduced, when a society is in default either in respect of an instalment or principal or of interest any sum paid shall be appropriated in the following order :

1. Penalty levied under rules 6 of the rules.
2. Interest.
3. Principal.

14. The godown or godowns for which a Government loan has been obtained, shall be completed within 12 months from the date of disbursement of the first instalment of loan to the society.

15. Every society receiving a loan from Government under these rules shall agree to an annual inspection and valuation of the buildings constructed out of the Government loan and also to an inspection during the progress of construction and valuation thereof immediately on completion. The inspection and valuation will be made by a Government Engineer of rank not lower than that of a Deputy Engineer of the Public Works Department, free of cost to the society.

16. The Collector shall have power to insist on the godown, for the construction of which a loan has been obtained from Government, being insured adequately against risk by fire.

17. Every society receiving a loan from Government shall furnish such information and submit such returns as the Collector, or the Registrar may call for from time to time.

18. Every society receiving a loan from Government shall mortgage to Government its interest in the building or buildings constructed out of the Government loan inclusive of the site or sites on which they have been constructed. If the registration of the society is cancelled, the sale proceeds of buildings will be utilised in the first instance towards the repayment of the Government loan.

19. Every loan made by Government to a society will be a first charge on the society's assets.

20. If a society fails to fulfil any of the conditions on which the loans from Government was given, the Registrar will be at liberty to fore-close the loan and recover the whole amount outstanding and the interest accrued thereon without reference to the period of which the loan was given.

21. All the amounts ordered to be recovered shall be recoverable in such manner as prescribed in the Cooperative Societies Act and rules made thereunder and made applicable to the Union Territory of Dadra and Nagar Haveli.

22. These rules shall be modified and be operated subject to such changes as directed by the Central Government from time to time.

By order of and in the name of the Administrator,  
Dadra and Nagar Haveli.

M. S. DAYAL  
Collector,  
Dadra and Nagar Haveli,  
Silvassa

#### FORM "A"

#### APPLICATION FORM FOR LOAN AND SUBSIDY

(Rule 5)

We, the undersigned, being duly empowered in this behalf by the Committee/Board of the..... society apply for a loan of Rs..... (in words ..... ) and subsidy of Rs..... (in words ..... ) from the Government of India for construction of Godown/Godowns at ..... in the ..... District .....

2. We agree to construct the godown as per the model plans prescribed by the Administration.

3. We undertake to complete the work of construction of godown or godowns within such period as the Registrar may prescribe.

4. We request that the loan and interest be made repayable at Sub-Treasury Silvassa as may be fixed by the Collector in the order sanctioning the loan subject to changes as any made from time to time by the competent authority.

5. Particulars of land or plot on which the godown/godowns are proposed to be constructed are as under :—

Description Plot or land	Boundaries	Area	Assessment	Nature of society's title to the land
1	2	3	4	5

6. We attach hereto a copy of the resolution of the Committee/Board authorising the borrowing of loan from Government and specifying the members of the Committee/Board who may in conjunction with the Secretary receive the amount and enter into agreement with Government for its repayment. We also attached additional information on the points mentioned in form accompanying this form

Dated the \_\_\_\_\_ of 1967.

(Signature of the Secretary/Manager)

(Signature of three members)

To

The Registrar of Cooperative Societies,  
Dadra and Nagar Haveli,  
SILVASSA

Accompaniment to Form A

1. Name of the Society :—
2. Date of registration :—
3. Share Capital :—
4. Reserve Fund :—
5. Other Funds :—
6. Profits or losses for the last three years :—
7. Whether any previous Govt. loan is outstanding. If so, how many, instalments are to be repaid and the purpose for which this loan was granted.
8. Certificate from the Executive Engineer to the effect that there is no Government godown at the place which can be spared for the purposes of the Society.
9. Latest audit classification :—
10. Latest Balance Sheet and Profit and Loss Account :—
11. Whether the Society was previously granted any financial assistance from Government for construction of Godown.
12. Number of Godown belonging to Society if any.

Signature :—  
Secretary/Manager,  
Society Ltd.,

## FORM "B"

### Form of Mortgage Deed

(To be executed by societies applying for Government loan for construction of Godown)

### THIS INDENTURE MADE THE DAY OF

Between the

Cooperative Society, a society registered under the Gujarat Cooperative Societies Act, 1961 (X of 1962) as extended to the union territory of Dadra & Nagar Haveli and having its registered Office at, ..... hereinafter called the "Mortgagor" deemed to include its successors and assigns of the one Part AND THE COLLECTOR/ADMINISTRATOR, Dadra and Nagar Haveli hereinafter Called "the Mortgagee" which expression shall include where the context so admits shall be deemed to include his successors in office and assigns of other part WHEREAS the mortgagor is well and truly entitled to and possessed of the piece or parcel of land particularly described in the Schedule hereto together with the buildings and erections thereon and has applied in accordance with the conditions of Government order No. .... dated, ..... to the Mortgagee for loan of Rs. .... to enable it to construct a godown and has submitted the necessary plans and estimates therein provided.

AND WHEREAS the Mortgagee has agreed in Government order No. .... dated, ..... to lend the Mortgagor the sum of Rs. .... payable in instalments as the work of construction progress on having the repayment thereof with interest thereon if any at the rate hereinafter mentioned secured in manner thereafter appearing.

### NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. In consideration of the said agreement to grant a loan upto the maximum of Rs. .... and the sum of Rs. .... only a part thereof now paid to the mortgagor by the Mortgagee the receipt of which sum the Mortgagor doth hereby acknowledge the Mortgagor hereby covenants with the Mortgagee to pay the Mortgagee the said sum of Rs. .... or such other sum as may have been paid by the Mortgagee under these presents with interest if any thereon from the date hereof at the rate of ..... percent per annum and if the said sum of any part or parts thereof shall not be paid on the date or dates on which the same become payable hereunder then so long as such sum or any part thereof shall remain owing to pay interest at the rate of ..... per cent per annum on the moneys for the time being so remaining owing.

In further pursuance of the said agreement and for consideration aforesaid the Mortgagor as beneficial owner convey unto the mortgagor all the piece of parcel of land situate in the village of ..... in the area of Dadra and Nagar Haveli Administration and more particularly described in the Schedule hereto together with all and singular the buildings and erections now erected or which may hereafter be erected thereon TO HAVE AND TO HOLD the said premises unto the Mortgagee subject to the proviso for redemption next hereinafter contained.

It is expressly agreed and declared as follows :—

(a) The Mortgagor shall be liable during a period of ..... years from the date of these presents to wait till the day of ..... to pay half yearly only the interest if any the rate aforesaid on the said sum of Rs. .... on the ..... day of ..... and the ..... day of in each year the first of such, payment to be made on the day of .....

(b) The Mortgager shall repay the said sum of Rs. .... of such other sum as may have been paid by the Mortgagee under these presents together with interest if any thereon at the rate aforesaid by yearly payments compounded of principal and interest if any of sums of Rs. .... each during the period of ..... years the first of such payments to be made on the ..... day of ..... and the subsequent payments to be made on the day of ..... in each subsequent year.

(c) If the Mortgager shall pay to the Government of Dadra and Nagar Haveli Administration (hereinafter called the Government) on behalf of the Mortgagee the sum of Rs. .... of such other sum as may have been paid by the Mortgager under these presents with interest thereon at the rate and in the manner hereinbefore provided then the Mortgagee will forthwith at the request and cost of the Mortgager reconvey the said piece or parcel of land to the Mortgager or as it shall direct.

The Mortgager further covenants with Mortgagee as follow :—

(a) The Mortgager will apply the whole of the moneys lent as aforesaid in constructing a godown on the said piece or parcel of the land and will complete the same within ..... months of payment of the first instalment of the said loan to the Mortgager. Plan and estimates of the godown proposed to be built with the aid of the loan shall be submitted to the Collector through the Registrar of Cooperative Societies for his approval and the work of construction shall not be begun before such approval had been obtained nor shall the plans and estimates once approved departed from without the further sanction of the Collector.

(b) The Mortgagee and his authorised officers shall be at liberty to enter upon the premises or any part thereof at all reasonable times to view the state and conditions thereof.

(c) The Mortgager will at its own cost from time to time so long as any moneys shall remain due under these presents keep all buildings and erections comprised in this security in good and substantial repair. The Mortgager will within ..... days of an intimation in writing from the Registrar insure against loss or damage by fire in an Insurance Company to be approved in writing by the Registrar in a sum to be fixed by the Registrar. The Mortgager will from time to time duly and punctually pay the premium and money necessary for effecting and keeping up such insurance and will on demand deliver to the Registrar the policy or policies of insurance and the receipt for all such payments. In case default shall at any time be made in keeping the repair as aforesaid or insurance the said building or any of them or in delivering the said policy or policies of such insurance or the receipt for any such payment as aforesaid then and in every such case it shall be lawful for the mortgagee or his duly authorised officers in addition to and without prejudice to his other rights arising on such default to enter upon the premises and effect any repair which he or they may think necessary or proper or to insure and keep insured all or any of the said buildings in any such fire by the Registrar as aforesaid. The Mortgager will on demand pay to the Mortgagee all such sums of money as he shall expend in or about such repair or insurance as the case may be with interest for the same at the rate of aforesaid as from time to time of the same having been expended respectively and that until repayment the same shall be a charge upon the premises. **PROVIDED ALWAYS** that in case any such loss or damage shall happen to the said buildings all moneys which shall be received by virtue of any such policy of insurance as aforesaid shall forthwith be applied in making good the damage or injury which shall have been sustained on in the discretion of the Mortgagee if he shall so required by notice in writing given to the Mortgager or left on the premises hereby assured within

..... days after such loss or damage shall have happened shall be applied in or towards the incharge of the money for the time being due under this security.

(d) The Mortgager shall from time to time submit and furnish such returns and or information as may from time to time be required by the Registrar.

(e) If the Registration of the Mortgager is cancelled or if default shall be made by the Mortgager in the payment of the said sum of Rs. .... or any instalment intended to be secured or any part thereof on the said days and in manner aforesaid or in applying the said sum of Rs. .... or any part thereof for the purposes aforesaid or in completing the said building within the time aforesaid or in the due performance of any of the covenants herein contained and to be performed by the Mortgager then notwithstanding anything herein contained to the contrary the total amount due and owing under these presents shall forthwith become payable and it shall be lawful for the Mortgagee at any time thereafter and without prejudice to the other rights and remedies consequent on such default to sell the said premises or any part or parts thereof wither together on in parcels and either by public auction or private contract and also with power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss occasioned thereby and for the purposes aforesaid or any of them to execute and do all such assurances and things as he shall think fit **PROVIDED ALWAYS** and it is hereby agreed and declared that the Mortgagee shall not exercise the power of sale hereinbefore contained unless and until he shall have previously given a notice in writing to the Mortgager requiring the Mortgager to pay off the moneys for the time being owing on the security of these presents or left a notice in writing to that effect upon some part of the said premises and default shall have been made in the payment of such moneys for three calendar months from the time of giving or leaving such notice and provided also it is hereby agreed and declared that upon any sale purporting to be made in pursuance of the aforesaid power the purchaser or purchasers shall not be bound to see or inquire whether any of the case for the sale has happened or whether any default has been made in the payment of any moneys secured by these presents or as to the necessity on propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as far as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the mortgager shall be in damages only. The Mortgagee shall out of the moneys which shall arise from any such sale as aforesaid in the first place reimburse himself or pay of discharge all cost and expenses incurred in or above such sale or otherwise in respect of the premises and in the next place apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then pay the surplus (if any) of the said moneys which shall arise from such sale upto the Mortgager.

IN WITNESS whereof..... acting for and on behalf of the Mortgager hath hereunto set his hand and seal the day and year first above written.

#### THE SCHEDULE ABOVE REFERRED TO—

ALL that piece or parcel of land in the territory of Dadra and Nagar Haveli Administration.

On the North by

On the East by

On the West by

On the South by

and bearing survey Nos. .... and containing in the whole of admeasurement.

Signed sealed and delivered by  
for and on behalf of the Mortgager in the presence of:—

*Silvassa, the 11th March 1968*

No. ADM/VP/Election/767.—In exercise of the powers conferred by Clause (r) of sub-section 2 of Section 66 of the Dadra and Nagar Haveli Village Panchayat Regulation, 1965 (3 of 1965), I, Nakul Sen, Administrator, Dadra and Nagar Haveli, am pleased to make the following rules, further to amend the Rules for the election of Sarpanch and Upa Sarpanch of Village Panchayat, 1965, namely :—

1. (1) These Rules may be called the Rules for the election of Sarpanch and Upa Sarpanch of Village Panchayat (First Amendment) 1968.

(2) These Rules shall be deemed to have come into force on the First Day of February, 1968.

2. In Rule 6 of the Rules for the election of Sarpanch and Upa Sarpanch of Village Panchayat, 1965 for the words, "in the official gazette", the words "in accordance with Rule 31 of the Dadra and Nagar Haveli Village Panchayat (Election procedure) Rules, 1967" shall be substituted.

*Coho Raj Niwas,  
Carnazalem,  
Dated 29-2-1968.*

NAKUL SEN  
Administrator,  
Dadra & Nagar Haveli,  
Silvassa